

UNITED STATES DISTRICT COURT
DISTRICT COURT MASSACHUSETTS

CIVIL ACTION NUMBER: 1:05-CV-10165-RGS

GREAT NORTHERN INSURANCE COMPANY)
)
Plaintiff)
)
vs.)
)
FERGUSON & SHAMANIAN ARCHITECTS, LLP)
et al)
)
Defendant)

**ANSWER OF W.B. MARDEN COMPANY TO CROSS-CLAIM OF FERGUSON &
SHAMAMIAN ARCHITECTS, LLP.**

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1. The allegations of paragraph 1 are allegations of law and W.B. Marden is not required to respond thereto. To the extent, W.B. Marden is required to respond, W.B. Marden denies these allegations.
2. The allegations of paragraph 1 are allegations of law and W.B. Marden is not required to respond thereto. To the extent, W.B. Marden is required to respond, W.B. Marden denies these allegations.

PARTIES

3. W.B. Marden Company admits this allegation.
4. W.B. Marden Company admits this allegation.
5. W.B. Marden Company admits this allegation.
6. W.B. Marden Company admits this allegation.
7. W.B. Marden Company admits this allegation.
8. W.B. Marden Company denies this allegation.
9. W.B. Marden Company denies this allegation.
10. W.B. Marden Company denies this allegation.
11. W.B. Marden Company admits this allegation.

COUNT I
Contribution

12. W.B. Marden Company repeats and re-alleges paragraphs 1 through 11 as if fully set forth herein.
13. W.B. Marden Company denies this allegation.
14. W.B. Marden Company denies this allegation.

COUNT II
Indemnification

15. W.B. Marden Company repeats and re-alleges paragraphs 1 through 14 as if fully set forth herein.
16. W.B. Marden Company denies this allegation.
17. W.B. Marden Company denies this allegation.
18. W.B. Marden Company denies this allegation.

JURY CLAIM

W.B. Marden Company hereby demands a trial by jury to the fullest extent permitted by law.

AFFIRMATIVE DEFENSES

And answering affirmatively, the defendant says:

1. The cross-claim fails to state a cause of action for which relief may be granted.
2. If W.B. Marden Company owed the cross-claimant anything, which it denies, the same has been satisfied in full.
3. The cross-claim is barred by the terms of the agreement between W.B. Marden Company and the cross-claimant.

4. If the plaintiff suffered damages as alleged, said damage is the result of acts or omissions of persons or entities for whose conduct W.B. Marden Company is neither legally liable or responsible.
5. The service of process has not been properly effected on the defendant.

DEFENDANT,
W. B. MARDEN COMPANY,
By its attorneys,

/s/

Francis J. Lynch, III, BBO 308 740
John F. Gleavy, BBO 636 888
Lynch & Lynch
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Dated: October 11, 2005
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